

## BID FORM

For: Whittemore Park Improvements-Phase 1 (Bid #21-07)

Proposal (BID) of J.J. PHELAN & SON CO., INC.  
(hereinafter called "Bidder") a corporation, organized and existing under the laws of  
the Commonwealth of Massachusetts.

J.J. PHELAN & SON CO., INC.  
doing business as CORPORATION  
(corporation, ~~proprietorship, partnership~~)

to the TOWN OF ARLINGTON hereinafter called "Owner". Gentlemen:

A. The Bidder, in compliance with your invitation for bids for the Robbins Farm Field Renovations and Upgrades, Arlington Massachusetts, having examined the plan and specifications with related documents and the site of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written "Notice to Proceed" from the Owner, and to complete the work by September 1, 2021. The Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter that the works remains incomplete, as provided in the Instruction to Bidders, Modifications to General Conditions. Required completion dates are as follows:

B. Bidder acknowledges receipt of the following addendum:

#1	Dated 2/9/21
#2	Dated 2/10/21
	Dated

C. Bidder agrees to perform all work described in the specifications and shown on the drawings, for the following lump sum price of:

1. Total Proposed Base Bid Contract Price:

Three hundred and Ninety one thousand Dollars (\$391,000)

3. The Bid does not include premiums on Performance/Labor and Materials Bond.  
Cost of required Bond Premiums (for base bid and any and all alternates):

Bid Premiums Add \$ 1.5% of total bid price

4. The Supplemental Unit Prices set forth herein shall be used to determine any equitable adjustment of the Contract in connection with the changes or extra work performed under this Contract as directed by the **Town of Arlington**. Contractor to refer to Specification Section 012200 UNIT PRICES and submit the from within this section as part of the bid.

It is mutually understood and agreed that such Supplemental Unit Prices include all items of costs, equipment, taxes and insurance of every kind, overhead, and profit for the **Contractor** and they shall be used uniformly, without modification for addition and deductions. Prices listed under ADDITIONS and DEDUCTIONS are to be the complete total price billed to and paid by the **Town of Arlington** therefor. There can be no more than fifteen (15) percent difference in price between the additions and deductions.

D. If the Bid is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated by the Owner.

E. The undersigned agrees that for extra work, if any, performed in accordance with the AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

F. Bidder understands that the Owner reserves the right to reject any and all bids.

G. The undersigned hereby agrees that he will not withdraw the Bid within sixty (60) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner accepts this Bid, the undersigned will duly execute and acknowledge the required Contract Bonds within 10 days after notification that the AGREEMENT is ready for signature.

H. Should the undersigned fail to fulfill any of his agreements as here in before set forth, the Owner shall have the right to retain as liquidated damages the amount of the Bid security, which shall become the Owner's property. If a bid was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

I. The Undersigned certifies under penalty of perjury that this Bid is in all respect bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

## DOCUMENT 012200

## UNIT PRICES

## PART 1 GENERAL

## 1.00 GENERAL PROVISIONS

A. Attention is directed to the PROCUREMENT AND CONTRACTING REQUIREMENTS and all Sections within DIVISION 01, GENERAL REQUIREMENTS, which are made a part of this Section of the Specifications.

## 1.01 SUMMARY

A. This section establishes pre-agreed upon prices, per certain units of work, as a means to determine adjustments to the Contract Price in the event of changes to the scope of the project. The Unit Prices listed below are not to be used to tabulate the extent of the project or for use in determining the lump sum bid.

## 1.02 RELATED REQUIREMENTS

A. Refer to GENERAL CONDITIONS for limitations.  
B. Examine Contract Documents for requirements that affect work of this Section.

## 1.03 QUANTITIES AND COST ADJUSTMENTS

A. As soon as the work involved in each unit cost item has been completed, submit documentation to establish the actual quantities provided. Submit to the Architect for review and issuance of Change Order.  
B. Change Order amount for each unit cost item will be based on actual quantities multiplied by the unit cost. This unit cost includes all mark-ups applicable taxes, overhead, and profit as described below.

## 1.04 UNIT PRICES

A. Should certain work be increased or decreased from those required by the Contract Documents, by authorization and at the option of the Owner, the below unit prices shall, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact net amount per unit to be paid the Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors. No additional adjustments will be allowed for over excavation, overblasting, or other work without the prior written approval of the Owner.

<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
1. Remove tree, per inch tree caliper	\$ <u>70.00</u>	\$ <u>56.00</u>
2. Exposed aggregate pavement, complete, per sq yd	\$ <u>125.00</u>	\$ <u>80.00</u>

<u>Unit</u>	<u>Add</u>	<u>Deduct</u>
3. Tinted exposed aggregate pavement, complete, per sq yd	\$ 130	85
4. Resin bound aggregate paving, complete, per sq yd	\$ 140	90
5. Reset standard granite curb, complete in place, per lin. ft.	\$ 100	50
6. Reset wide granite curb, complete in place, per lin. ft.	\$ 100	50
7. Bench with footings, complete, each	\$ 4,500	3,425
8. Post light with footings, complete, each	\$ 1,500	5,000
9. Wood rail with metal bracket, complete, per lin. ft.	\$ 200	140
10. Trash Receptacle with footing, complete, each	\$ 2,500	2,000
11. Sod, furnished and installed complete, per sq ft.	\$ 1.50	1.00
12. Hydroseed, furnished and installed complete, per sq. ft.	\$ 0.25	0.20
13. Mulch, furnished and installed complete, per sq ft.	\$ 1.00	0.80
14. Shrub – Hydrangea quercifolia, 3' B&B, furnished and installed complete, each	\$ 120	90
15. Shrub – Fothergilla gardenii, #5 pot, furnished and installed, each	\$ 120	90
16. Shrub – Clethra Alnifolia 'Hummingbird', #5 pot, furnished and installed, each	\$ 120	90
17. Shrub – Ilex glabra 'Shamrock', #5 pot, furnished and installed, each	\$ 120	90
18. Ground Cover– Vinca minor, 4" pot, furnished and installed complete, each	\$ 15.00	12.00
19. Planting soil, as specified, per c.y.	\$ 50	35

B. The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the Document 005210, AGREEMENT FORM governing Changes in the Work and Section 012600, CONTRACT MODIFICATION PROCEDURES.

C. The above unit prices shall be guaranteed through December 31, 2021.

END OF SECTION

J. The undersigned certifies that he is able to furnish labor that can work in harmony with all with all laws and regulations applicable to awards made subject forty-four A.

1. Have been in business under the present name for 39 years.
2. Ever failed to complete any work awarded? \_\_\_\_\_ (Yes),  (No). If yes, explain: \_\_\_\_\_
3. Bank Reference: NORTHERN BANK & TRUST 275 MISHAWUM RD WOBURN, MA  
DONALD QUEENIN, VP (781) 937-5400

K. The Bidder is required to state below all work he/she and his/her subcontractors (if subcontractors are to perform substantial portions of the work) has compete within the past 5 years of a similar character and value to that of the work included in the proposed Contract and to give references that will enable the Owners to judge the Bidder's experience, skill and business standing. The Bidder is required to list a minimum of 3 completed projects that are comparable in scope, complexity and value. For each project, include the name, location, type, date complete, construction value and owner contact. (add supplementary pages as needed)

**\*PLEASE SEE ATTACHED\***

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L. The Bidder is required to state below all construction projects he/she currently has under contract. For each project, include the name, location, type, scheduled completion date, construction value and owner contact.

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**\*PLEASE SEE ATTACHED\***

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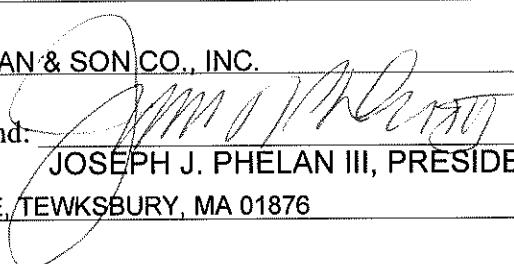
M. The undersigned bidder hereby certifies that the tools and equipment required to meet the specified requirements of the Contract document, with special attention called to Section 02300 Earthwork, will be utilized in the performance of the work.

N. The undersigned further certifies under the penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation declared there under.

Date: 2/16/21

Name of General Bidder: J.J. PHELAN & SON CO., INC.

Name and Title of Person Signing Bond:

JOSEPH J. PHELAN III, PRESIDENT

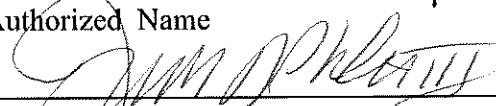
Business Address: 120 LUMBER LANE, TEWKSBURY, MA 01876

**FORM A****CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

JOSEPH J. PHELAN III, PRESIDENT

Authorized Name

2/16/21

Authorized Signature

Date

04-2908182

Social Security Number or Federal Identification Number

J.J. PHELAN & SON CO., INC.

Legal Name of Business Entity (Print or)

120 LUMBER LANE

Type) Address

TEWKSBURY, MA 01876

City, State, Zip Code

Corporate Seal (If applicable)

**FORM B****BIDDER CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to identify the awarding authority for, from, and against any loss, expense, damages, action, or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, of selected as the contractor, to pay laborers employed on the project the said applying prevailing wage rates.

2/16/21

Date

JOSEPH J. PHELAN III, PRESIDENT

Name of Person Signing the Bid or Proposal

 PRESIDENT

Signature of Person Signing the Bid or Proposal Title

J. J. PHELAN & SON CO., INC.

Name of Business (Print or Type)

Corporate Seal (If applicable)

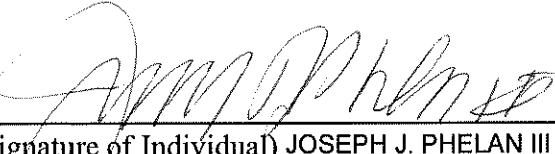
**FORM C****CERTIFICATION OF PAYMENT OF STATE TAXES**

Legislation enacted by the Commonwealth of Massachusetts, effective, 1983, requires that attestation below be signed:

Pursuant top M.G.L c. 62C, sec. 49A, I certify under the penalties of perjury, that I,to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

APPROVAL OF A CONTRACT OR ANY OTHER AGREEMENT WILL NOT BE GRANTED UNLESS THIS CERITFCATION CLAUSE IS SIGNED BY AN AUTHORIZED CORPROATE OFFICER.

THE TAX PAYER IDENTIFICATION NUMBER WILL BE FURNISHED TO THE MASSACHUSETIS DPEARTMENT OF REVENUE TO DETERMINE IF TAX FILINGS AND/OR TAX PAYMENT OBLIGATIONS HAVE BEEN MET. PROVIDERS WHO FAIL TO CORRECT THIER NON-FILING AND/OR DELIQUENCY STATUS SHALL NOT HAVE A CONTRACT OR ANY OTHER AGREEMENT ISSUED, RENEWED OR EXTENDED



(Signature of Individual) JOSEPH J. PHELAN III PRESIDENT  
Title

04-2908182  
~~Social Security Number~~ or Federal Identification Number

J.J. PHELAN & SON CO., INC.  
Corporate Name

JOSEPH J. PHELAN III, PRESIDENT 2/16/21  
Name of Person Signing the Proposal (Print or Type) Date

J.J. PHELAN & SON CO., INC.  
Legal Name of Business Entity (Print or

120 LUMBER LANE, TEWKSBURY, MA 01876  
Type) Business Address

Corporate Seal (If applicable)

**FORM D**

**CERTIFICATION OF AUTHORITY MEETING OF BOARD OF DIRECTORS**

(Note: if business entity is a partnership or individual, all owners shall sign this form.)

At a meeting of the Directors of the J.J. PHELAN & SON CO., INC. duly called  
and held at

(Corporation  
)

120 LUMBER LANE, TEWKSBURY, MA 01876 on the 16th day of FEBRUARY, 2021,  
(Location)

at which a quorum was present and acting, it was voted that JOSEPH J. PHELAN III, the  
(Name)

PRESIDENT of this Corporation, is hereby authorized and empowered to  
make, (Title/Position)

into, sign, seal and deliver on behalf of the Corporation a Contract for WHITTEMORE PARK IMPROVEMENTS  
with the TOWN OF ARLINGTON, and the performance and  
payment bonds each in the amount as specified by the Owner.

I hereby certify that the above is a true and correct copy of the record, that said vote  
has not been amended or repealed and is in full force, and effect as of this date and  
that

JOSEPH J. PHELAN III is duly elected PRESIDENT of the corporation  
(Name) (Title/Position)



2/16/21

~~Clerk~~ or secretary of the Corporation SUSAN J. PHELAN

Date

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its  
president, treasurer, and general manager, if any: if a partnership, give full names and  
residential addresses of all partners; and if an individual, give residential dress if different  
from business address.)

the required names and addresses of all person interested in this proposal, as  
Principals, are as follows:

JOSEPH J. PHELAN III, PRESIDENT & TREASURER

SUSAN J. PHELAN, SECRETARY

85 LILAH LANE READING, MA 01867

85 LILAH LANE READING, MA 01867